

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
MCALLEN DIVISION

United States of America,	§	
	§	
Plaintiff,	§	
	§	
vs.	§	Civil Action M-19-226
	§	(CDCS: 2018A63446)
Renaissance Nursing Services, LLC,	§	
and Maritza Pena, Individually,	§	
	§	
Defendants.	§	

## Complaint

1. *Jurisdiction.* The district court has jurisdiction because the United States is a party. *See* U.S. CONST., art III, § 2, and 28 U.S.C. § 1345.
2. *Venue.* The defendant's usual place of business is in Hidalgo County, Texas, and may be served by serving its administrator/president Maritza Pena at 2602 San Diego, Suite D, Mission, Texas 78572. Maritza Pena, individually, may be served at her home address of 2602 San Diego, Suite D, Mission, Texas 78572.
3. *The Debt.* The debt owed to the United States arose through a promissory note from U.S. Small Business Administration. The debt on the date of the Certificate of Indebtedness was:

A.	Current principal	\$	67,565.78
B.	Interest (capitalized and accrued)	\$	5,331.22
C.	Administrative fees, costs, penalties (Including \$400.00 Filing fee)	\$	26,703.04

E. Balance due \$ 99,600.04

F. Prejudgment interest accrues at 6.00% per annum being \$1.10 per day.

G. The current principal in paragraph 3 A is after credits of \$85,228.00.

4. *Default.* The United States has demanded that the defendants pay the indebtedness, and the defendants have failed to pay it.

5. *Prayer.* The United States prays for judgment for:

A. The sums in paragraph 3, pre-judgment interest, administrative costs, and post-judgment interest; and,

B. Other relief the court deems proper.

Respectfully submitted,

CERSONSKY, ROSEN & GARCÍA, P.C.

By: /s/ M. H. Cersonsky

M. H. Cersonsky, TBN: 04048500

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Attorneys for Plaintiff



DEPARTMENT OF THE TREASURY  
BUREAU OF THE FISCAL SERVICE  
WASHINGTON, DC 20227

ACTING ON BEHALF OF  
U.S. SMALL BUSINESS ADMINISTRATION  
CERTIFICATE OF INDEBTEDNESS

Renaissance Nursing Services, LLC  
3605 N. Ware Road  
McAllen, Texas 78501  
EIN: 16-1705383

Maritza Pena  
2602 San Diego, Ste. D  
Mission, Texas 78572

Re: Case ID#: 1600427015

I hereby certify, as part of my duties with the U.S. Department of the Treasury (Treasury), including referring matters to the U.S. Department of Justice (DOJ) for litigation, I am a custodian of records of certain files sent by the U.S. Small Business Administration (SBA) to Treasury for collection actions. As a custodian of records for Treasury, I have care and custody of the file of Renaissance Nursing Services, LLC (DEBTORS).

On 01/10/2013, the DEBTORS executed a Promissory Note and Loan Agreement for \$75,000.00, with interest accruing at a variable rate equal to: the sum of the Prime Rate in effect from time to time plus 4.25% percentage point(s), except as otherwise provided within the Promissory Note with JP Morgan Chase Bank (LENDER). Pursuant to Section 7(a) of the Small Business Act as amended, the SBA guarantees 50.00% of this loan. The Note would mature in seven (7) years and zero (0) months from the date of the Note. The interest rate on the loan would fluctuate with the initial interest rate of 7.50% per year with the initial Prime Rate plus and additional 4.25%.

Payments of accrued interest or \$100.00, whichever is greater, but not to exceed the outstanding balance of this Note, shall be payable monthly, until the Final Availability Date (FAD). The FAD referenced the three (3) year anniversary date of the Note. After the FAD, DEBTORS was to make monthly payments equal to or the greater amount of \$250.00 or the aggregate sum of accrued interest plus 1/84<sup>th</sup> of the unpaid principal balance immediately following the FAD. A final payment was due and payable on the same calendar day in the 48<sup>th</sup> month following the FAD in the amount of the outstanding principal balance plus all unpaid accrued interest and any other unpaid amounts due.

From January 2013 through April 2015, the LENDER disbursed a total of \$150,794.00 of which the DEBTORS made payments totaling \$85,228.00. The payments were applied, \$79,180.00 to the principal and \$6,048.00 to the interest. The DEBTORS became delinquent on the obligation on 12/10/2015 with a balance due of \$73,566.65. Due to this delinquency the SBA had to pay the guaranteed 50%, in the amount of \$36,783.33, and became holder of the Note.

SBA referred the claim to Treasury's Bureau of the Fiscal Service, Debt Management Services (DMS) to collect the delinquent debt on December 7, 2016. DMS issued demand letters to the DEBTORS on 12/7/2016 and 12/22/2017, to which the DEBTORS did not respond. Further, I certify that I am familiar with Treasury's record keeping practices, including the receipt of files from SBA.





DEPARTMENT OF THE TREASURY  
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WASHINGTON, DC 20227

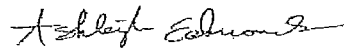
ACTING ON BEHALF OF  
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CERTIFICATE OF INDEBTEDNESS

On September 6, 2018, DMS referred the claim to DOJ to collect the delinquent debt in the amount due of \$99,200.04 with daily interest of \$1.10.

Principal:	\$ 67,565.78
Interest (@6.00%):	\$ 5,331.22
Administrative Costs:	\$ 26,303.04
<b>Total:</b>	<b>\$ 99,200.04</b>

The balances stated in the case listed above are current as of September 6, 2018, including any applicable interest, penalties, administrative fees, and DMS & DOJ fees (pursuant to 31 U.S.C. 3717 and 3711(g)(6), (7); 31 C.F.R. 285.12(j) and 31 C.F.R. 901.1(f); and 28 U.S.C. 527, note).

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief based upon information provided by the SBA and information contained in Treasury's records.

X 

September 6, 2018

Signed by: Ashleigh N. Edmonds

Ashleigh Edmonds  
Financial Program Specialist  
U.S. Department of Treasury  
Bureau of the Fiscal Service